



AT&T Wireless

Important Information and Service Agreement

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Getting Started

- 1. Fully charge your battery** before using your device for the first time. (Refer to your device's user manual for complete instructions.)
- 2. It's easy** to activate your device. If you already have an AT&T Wireless account and phone number:

**For any device that requires it,
insert SIM card***

(Your SIM Card is usually pre-inserted in handheld devices.)

Remove your wireless device's battery.

- Remove the smaller SIM card from the larger plastic card.
- Insert the SIM card into your wireless device.
- Replace battery.

Turn on your device

Turn on your device and leave it on. This automatically registers your device on the AT&T Wireless network. You should see "AT&T" or "AT&T Wireless" on the display. If your device doesn't display "AT&T" or "AT&T Wireless" within four hours, please call 1 800 888-7600 (TTY users dial 1 866 4-AWS-TTY).

If you don't yet have an AT&T Wireless account and phone number, please call 1 888 288-4202.

3. Now set up your voice mailbox**.

- Dial your wireless number or mailbox access speed key from your device.
- From a TDMA device press [#]. From a GSM device the system will skip directly to ask for your temporary password.
- The system will ask for a temporary password. Please enter [1][1][1][1][#].
- The system will ask you to create a new 4- to 15-digit password, then press [#]. This is your password for retrieving messages.
- You will also be prompted to record a personal greeting or select a standard system greeting.
- Continue following setup directions until complete.

4. Listen to your voicemail messages

- Dial your wireless number or mailbox access speed key.
- To interrupt the greeting, TDMA users press the [#] key. GSM users press the [*] key.
- Enter your password.
- With TDMA devices, the system will automatically play messages. If you have a GSM device, press [1] to listen to your messages. Or, turn on AutoPlay to play your messages automatically after you've entered your password.

*The Subscriber Identity Module (SIM) card that came with your device contains all your personal subscriber information, including your plan, text messages, AT&T Wireless SIM device book and identity features. It's required for your wireless device to operate on our network and allows AT&T Wireless to register and track your wireless device within our network. Your wireless device was manufactured to operate exclusively with SIM cards from AT&T Wireless, and cannot be activated with any other wireless carrier's SIM cards.

**Setup instructions may vary in some AT&T Wireless markets. For instructions specific to handheld devices, check your other enclosed guide(s). Voicemail is not compatible with TTY at this time. Not all service plans or devices include voicemail.

Important Contact Information

Online Customer Care . . . attwireless.com/ocs
Customer Care by phone, TDMA

..... **1 800 888-7600**

(Outside the U.S. and Puerto Rico, dial
1 916 843-4685. International roaming and
long distance charges apply.)

Customer Care by phone, GSM

..... **1 866 293-4634**

New Account Center outside the U.S. and Canada **1 916 843-4685**
 New Account Center **1 888 288-4202**
 TTY **1 866 429-7889**

For guides or billing statements
 in Braille, large print, audio
 cassette or diskette **1 800 888-7600**
 Device and mMode™ Support
 **attwireless.com/support**

For face-to-face service, visit one of our over 1,000
 AT&T Wireless Stores nationwide to assist you
 during convenient weekday and weekend hours.
 Or, to see our latest in equipment and services,
 visit any AT&T Wireless Authorized Dealer.

A Note on Device Technologies

AT&T Wireless service is compatible with several
 types of wireless devices. However, not all
 features and services are available for, or work
 the same way with, different types of devices.

Devices used primarily for calling and Text
 Messaging use a technology called TDMA.
 Devices used for calling, Text Messaging,
 mMode, and other data features use a
 technology referred to as GSM for voice
 communications and may also use GPRS, EDGE
 and/or UMTS for data and mMode. Multi-band
 devices combine TDMA and GSM/GPRS
 technology.

Certain features may only be available with
 specific devices or plans. Some are available
 at no extra charge and others require an
 additional monthly charge. Additional eligibility
 requirements and geographic restrictions may
 apply for some features and services. Please

refer to the documents that include your calling
 plan rates, coverage map and feature information
 or visit us at **attwireless.com**. Airtime or
 roaming rates associated with your calling plan
 and other charges apply, unless otherwise noted.
 GSM is a trademark of the GSM Association.

Line Blocking and Per-Call Blocking

Line blocking lets you block your information
 from any Caller ID display when you place calls.
 Contact Customer Care to add this service to
 your account. To temporarily unblock your call,
 enter [*][8][2] + phone number, then press
 [TALK] (YES). After completing the call, your
 line will revert back to blocked mode for all
 outbound calls.

For Per-Call Blocking, just enter [*][6][7] +
 phone number, and press [TALK] (YES) and your
 wireless information will read “anonymous”
 during that call only. Please note that some
 systems will not accept anonymous calls.

Driving Wireless Safety

Your wireless device gives you the freedom and
 flexibility to stay in touch when you travel.
 However, safe and responsible use of the device
 depends entirely on you. Avoid accidents by not
 reaching for or talking on the device if it distracts
 you from driving safely.

- Ensure your safety and the safety of others.
- Carefully consider whether you should use
 your wireless device while driving.
- Consider using voicemail.
- If you use your wireless device while
 driving, use good judgment.
- Use a hands-free device if allowed or
 required by law.

on messages to prioritize review the updated responsible use with your new driver and establish guidelines for device use in the car.

In an Emergency

If an emergency occurs, dial [9][1][1]. Be prepared to tell the dispatcher:

- The location of the emergency, including any landmarks such as cross streets or mile posts.
- Your name and wireless phone number you're calling from.
- The nature of the emergency.
- Answer any other questions the dispatcher may ask.
- Stay on the device until the dispatcher tells you it is OK to hang up.

Important: If you're in an area where your device is searching or scanning for a signal or there's no signal, it's likely that a call to 911 won't go through. If this happens, please locate the nearest landline phone and call for help. Wireless 911 calls don't always automatically provide emergency personnel with your name, phone number or location. 911 systems do not constantly track wireless devices. These systems only provide location information to a 911 center when 911 is dialed. Remember: You can help prevent unintended calls to 911.

- Don't enable automatic dialing for 911. If your device has a one-button emergency feature, make sure it's disabled to avoid accidental calls.
- Don't enter 911 into your device's memory.

- Look your phone's 911 user guide for instructions.

Accidental calls to 911 distract the emergency operator from responding to real emergencies. For more information visit

attwireless.com/arrivesafely or contact your state or local 911 authority.

About Your Bill

A bill reflecting your call activity, wireless data activity, and applicable service charges will be provided in the mail or online each month.

A brochure will accompany your first bill detailing how to read and understand the charges associated with your service. Your first invoice will be prorated for the monthly service and any included allocations (e.g. minutes, text messages or megabytes) in your plan. Also, an Activation Fee will appear on your first invoice, unless you're otherwise notified.

We offer billing in Braille and large print. In addition, customers can subscribe to our free paperless billing service to access their invoices online. Each month we'll send you an email letting you know that your invoice is available. Simply visit **attwireless.com/ocs** or call Customer Care to sign up for paperless billing. Valid email address required for paperless billing. Other conditions apply.

Alternative Formats

This guide is available in alternative formats including Braille, large print, audio cassette, and diskette. In addition, we can provide your billing statements in Braille or large print upon request. Simply call Customer Care (TTY users dial

Some wireless devices are now compatible with some TTYs. (Teletypewriters or Text Teledevices used by people who are deaf or who have hearing or speech disabilities). However, the FCC recommends TTY users consider other options for placing emergency 911 calls at this time. For more information, visit

<http://ftp.fcc.gov/cgb/consumerfacts/ttywireless.html>.

30-Day Return Policy

We're confident that you'll be pleased with your purchase. However, if you're not, new wireless devices and accessories can be returned to the original place of purchase within 30 days under the following conditions:

- Returned item(s) are accompanied by proof of purchase.
- All original materials (accessories, manuals, packaging, etc.) are included with the item.
- The item is in resalable condition (no cracks, scratches, liquid damage, etc.)—if there's a question regarding resalable condition, AT&T Wireless will decide whether the item can be returned or exchanged.
- Check refunds will be processed and paid within four to six weeks.
- Cash refunds of up to \$100 will be issued at the store if funds are available.
- For AT&T Free•2•Go Wireless® or AT&T Wireless GoPhone® Service, please consult your respective user guide.

If you didn't purchase your device from AT&T Wireless, please contact your retailer for

its return policy. In addition, you must personally cancel your account by calling Customer Care. You're also required to pay any applicable service and/or usage charges.

RADIO FREQUENCY SIGNALS

A wireless phone operates by sending and receiving radio frequency (RF) signals, and therefore emits low levels of RF energy when the phone is on. Many studies have been conducted concerning RF exposure. Based on these studies, the U.S. Food and Drug Administration (FDA) has concluded that the available scientific evidence doesn't show that any health problems are associated with using wireless phones, although there's no proof that they're absolutely safe. Further scientific research is ongoing, and AT&T Wireless supports this research. For more information, you can review the FDA's Consumer Update on Wireless Phones. For a copy contact the FDA at 1 888 463-6332. Additional consumer information on wireless phones and RF safety is available online at the joint FDA/FCC website, "Cell Phone Facts," at www.fda.gov/cellphones.

The Federal Communications Commission (FCC) has established guidelines setting limits for RF exposure from wireless phones (these limits are called the Specific Absorption Rate or SAR). AT&T Wireless sells only those phones that have been certified by the manufacturers as complying with FCC guidelines. For more information about FCC guidelines and SAR limits, you can visit the FCC's website at www.fcc.gov/cellphones or contact the FCC at 1 202 418-2464. If you have any concerns about RF exposure, there are steps you can take

to reduce your exposure and decrease your wireless use—using an earpiece, headset or other hands-free device (such as a car phone with an externally mounted antenna) to increase the distance between your body and RF energy from the phone. Headsets, earpieces and other hands-free devices are available for purchase at AT&T Wireless Stores or through our website, attwireless.com/accessories.

AT&T WIRELESS SERVICE AGREEMENT IMPORTANT PLEASE READ CAREFULLY.

This is an agreement (“Agreement”) between you and the entity that owns or leases a Federal Communications Commission license to provide wireless radio and other services (“Service”) in the area associated with your assigned account (“Account”) that is doing business as AT&T Wireless and/or AT&T Wireless Services (“AT&T Wireless” or “us” or “we”) and governs Service provided by us to you through wireless receiving and transmitting equipment, SIM (Subscriber Identity Module) Card and any accessories (each a “Device”) that we have authorized to be programmed or associated with a number or identifier (an “Identifier”). This Agreement explains our respective legal rights concerning all aspects of our relationship, including:

- Resolution of past or future disputes by arbitration instead of court trials and class actions and limitations on the time periods for bringing claims
- Billing and charges
- Starting and ending service
- Account information

- Early cancellation fees
- Limitations of liability, damage awards and warranty
- Changes to this Agreement

ARBITRATION NOTICE: The **Resolution of Disputes** provisions below describe our mutual agreement to use mandatory arbitration for the resolution of most past or future disputes between us instead of a court trial or class action lawsuit.

IF YOU 1) USE THE SERVICE OR DEVICE, OR 2) ACCEPT ANY BENEFIT IN EXCHANGE FOR COMMITTING TO NEW TERMS AND CONDITIONS AND/OR A NEW CONTRACT TERM, OR 3) PAY US ANY AMOUNT FOR THE SERVICE, YOU CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, ANY CORRESPONDING RATE PLAN, AND ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE, ALL AS MAY BE CHANGED AS DESCRIBED IN PARAGRAPH 6 BELOW. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS IN THIS AGREEMENT, DO NOT USE THE SERVICE OR DEVICE AND NOTIFY US WITHIN 30 DAYS OF THE DATE OF ORIGINAL ACTIVATION FOR EACH IDENTIFIER TO CANCEL THE SERVICE AND/OR RETURN THE DEVICE PURCHASED FROM US. YOUR RIGHTS TO TERMINATE THEREAFTER ARE SET FORTH BELOW. YOU ARE RESPONSIBLE FOR ALL CHARGES INCURRED PRIOR TO NOTIFYING US OF CANCELLATION.

1. Rate Plans. The price, features and options of the Service available for each Identifier on your Account depends on the calling or data plan, feature or promotion selected by you when you activated or changed your Service and are described in a separate AT&T Wireless Calling Plan, Service Plan or Rate Plan ("Rate Plan") Brochure, in feature or promotional materials, at attwireless.com and/or in AT&T Wireless materials included with your Device (collectively, "Sales Information"), all of which are incorporated by reference, are a part of this Agreement and were available when you activated or changed Service. To receive copies of Sales Information contact Customer Care.

*Puerto Rico residents only: Refer to the following Web address: attwireless.com/puertorico.

2. Authority. You represent that you are: (i) legally competent to enter into this Agreement, (ii) in the case of an individual, over 18 years old and a resident of the one of the fifty United States or 21 years old or legally emancipated and a resident of Puerto Rico, and (iii) not aware of any disability that would prevent you from entering into this Agreement. If you order or activate Service on behalf of an entity, you represent that you are authorized to do so and acknowledge that such entity is bound by the terms and conditions of this Agreement; however, all terms and conditions that relate to use of the Service by you as the end user of a Device will also bind you individually. If you activate Service on behalf of an entity but were unauthorized to do so, you will be personally responsible for all charges to the Account and will be fully bound by this Agreement as though you had activated Service on your own behalf.

3. Deposits/Service Limits/Credit Reports/Return of Balances. You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to receive Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial

or total refund. The deposit is not credited to your account if you default on this Agreement is terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of this Agreement, any remaining deposit or other credit balance in excess of \$10 will be returned without interest, unless otherwise required by law, to you at your last known address. You agree any amounts under \$10 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require and, to the extent of any property interest provided by law, in the Identifier and Device associated with your Account, to secure the performance of your obligations hereunder.

4. Rates. Your Service rates and other charges and conditions for each Identifier or Device are described in your Sales Information. If you lose your eligibility for a particular Rate Plan, we may change your Rate Plan upon prior notice to you. If you misrepresent your eligibility for any Rate Plan, you agree to pay us the additional amount you would have been charged under the most favorable Rate Plan for which you are eligible. If you select a Rate Plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, megabytes or text messages), any unused allotment of Services from one billing cycle will not carry over to any other billing cycle.

5. Business Agreement Benefits. You may receive or be eligible for certain Rate Plans, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government customer's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you receive Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are on a Rate Plan and/or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and/or its authorized agents to verify your continuing eligibility for those Benefits and/or the Rate Plan.

6. Changes to Agreement or Service. We may amend the terms of this Agreement, including the Sales Information, upon advance notice provided to you in any manner we choose, including by notice contained

your use of the Service. If we determine that we have such a change that has a material adverse impact on your rights or use of the Service, you may terminate the Agreement by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. If you use the Service more than 20 days after we notify you of a change, you agree to that change. You have the option to change your Service at any time by notifying us, and you may take advantage of those of our Services for which you qualify, provided that you comply with any requirements of the Service, including, where applicable, extending the term of this Agreement. Any change will take effect by your next billing cycle, and your continued use of the Service will be deemed to constitute your express consent to the changes. If you transfer to a Rate Plan having a term that is shorter than your previous Rate Plan, you may remain obligated for the term of the previous Rate Plan.

7. Availability/Interruption. Service is normally available to your Device when it is within the operating range of our system but may be available outside of that area in other participating carrier service areas. Service is subject to transmission limitation, reduction in transmission speed, or interruption caused by weather, your equipment, terrain, obstructions such as trees or buildings, or other conditions. Service may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations, system repairs or modifications, or in response to suspected fraud, abuse, misuse of the network, hacking or malicious viruses or violations of our Acceptable Use Policy. Interruption may also result from nonpayment of charges by you. We may block access to certain categories of numbers (e.g. 976, 900 and certain international destinations) or certain websites if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems or other misuse of our network. We may, but do not have an obligation to, refuse to transmit any information through the Service and may screen and delete information prior to delivery to you or the Device as permitted by law. Some aspects of the Service may be temporarily unavailable if personal information is provided by a child under the age of 13. Without parental consent, children under the age of 13 will not be able to use certain aspects of the Service. Devices may be incompatible with TTY, so TTY users may be unable to make emergency calls. TTY availability on our network does not indicate compatibility while using another carrier's network.

USE OF SERVICE

8. Acceptable Use. Your use of the Service must comply with our Acceptable Use Policy, found at attwireless.com/acceptableuse, which you should read carefully. The Acceptable Use Policy is incorporated by reference as a part of this Agreement. Our Acceptable Use Policy may be updated from time to time.

9. Account Access and Unauthorized Use. Any person able to provide information we deem sufficient to identify you and the Account is authorized by you to receive information about and make changes to your Account, including adding new Service. You are responsible for safeguarding your Device and access information (such as your Account number) and failure to do so may result in expense to you. If your Device, user name or password is stolen or Service is fraudulently used, you must immediately notify us and provide us with such documentation and information as we may request (including affidavits and police reports). You will remain responsible for all charges incurred before you notify us. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to reasonably cooperate may result in your liability for all fraudulent usage.

10. Your Content and Use of Service. You are solely responsible for all content that you permit to be posted or transmitted onto or through the Service or any of our systems, including materials, code, data, text (whether or not perceptible by users), multimedia information (including, but not limited to sound, data, audio, video, graphics, photographs, or artwork), email, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of our systems ("Content"). YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY FOR AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING, ACCESS TO, OR USE OF ANY THIRD-PARTY CONTENT, OR FROM YOUR ACCESS TO OR USE OF THE SERVICE OR THE INTERNET, IN ANY MANNER AND FOR ANY PURPOSE WHATSOEVER. In providing Service, we may permit our subscribers to transmit, receive and host content over our network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act. Please see our Site Access Agreement found at attwireless.com/terms for additional information.

11. Use of Service/Device/Identifier. Reproduction, retransmission, dissemination or resale of Service is prohibited without prior written contractual arrangements with us and any required regulatory approvals. You are responsible for ensuring that your Device is compatible with our Service and meets federal standards. You are responsible for the purchase

manufactured by any third party hardware, software, or firmware access from your PC required to use the Service. Internet Protocol ("IP") addresses for services provided on the AT&T Wireless GSM/GPRS, EDGE or UMTS networks will be assigned dynamically per session from a private pool and not all protocols will be supported. Other IP addressing options are available for additional cost. Except as provided otherwise by law, you have no property rights to any Identifier, including, without limitation, any IP address, any email address or any other identifier, provisioned by us, our agents or the manufacturer of your Device to be used with the Service, and you agree we may change any such Identifier at any time with or without prior notice to you. In the event we are required by law to transfer any Identifier to you on termination of this Agreement, we may charge you a fee. Your Device has been manufactured to operate exclusively with Service provided by us. The Device cannot be activated with any other wireless carrier and if your Device utilizes a SIM card it will only accept a SIM card provided by us. Devices not purchased from us or our authorized distributors (a) may not provide you with some or all of the features included in your Service (b) may not allow you to use features and functions while off our owned and operated network, including those that work while on our owned and operated network, and (c) calls to 911 may not go through on any network. Call timers included on your Device are not an accurate representation of actual billed usage. By using the Service, you agree to abide by the terms and conditions of any applicable software license.

TERM OF SERVICE AND TERMINATION

12. Term. The term of this Agreement for each Identifier begins on the date we activate Service for that Identifier or the date you accept a benefit that extends or renews the term and ends when Service for that Identifier is terminated. **UNLESS WE AGREE OTHERWISE, YOU AGREE TO AN INITIAL TERM OF ONE YEAR AND AGREE TO PURCHASE SERVICE FOR THE FULL INITIAL TERM.** If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension. After the initial one year term expires, this Agreement will continue on a month to month basis until terminated by either party as provided herein. **IF YOU TERMINATE SERVICE FOR ANY IDENTIFIER MORE THAN 30 DAYS AFTER YOUR ORIGINAL ACTIVATION DATE FOR THAT IDENTIFIER, BUT BEFORE THE END OF YOUR TERM, OR WE TERMINATE FOLLOWING YOUR DEFAULT, YOU WILL BE IN MATERIAL BREACH OF THIS AGREEMENT. YOU AGREE OUR DAMAGES WILL BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND AGREE TO PAY US, AS A REASONABLE ESTIMATE OF OUR DAMAGES AND IN ADDITION TO ALL OTHER**

AMOUNT, THE AMOUNT OF CANCELLATION FEE OR THE AMOUNT OF THE GREATER OF \$175 PER IDENTIFIER OR THE CANCELLATION FEE SET FORTH IN YOUR RATE PLAN AND YOU MAY NOT BE ELIGIBLE FOR NEW CUSTOMER PROMOTIONS IN THE FUTURE. Payment of the cancellation fee will not relieve you of any obligations owed to us prior to the termination date, including payment of fees and costs. For any termination (including when you switch your wireless number to another carrier), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs.

13. Default/Suspension/Termination. You will be in default of this Agreement if you (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice (b) have amounts still owing to us or an affiliate of ours from a prior account, (c) breach any representation to us or fail to perform any of the promises you made in this Agreement, (d) violate any policy applicable to the Service, or (e) are subject to any proceeding under the Bankruptcy Code or similar laws. If you are in default, we may, without notice to you, suspend Service, withhold equipment or other refunds and/or terminate this Agreement, in addition to all other remedies available to us. We may require reactivation charges to renew Service after termination or suspension. If your Service is suspended we may refuse to port any Identifier to another carrier. Upon termination and/or porting any Identifier to another carrier, you are responsible for paying all amounts and charges you owe to us, including any applicable cancellation fee. Third party promotions and/or discounts may end upon termination of this Agreement.

CHARGES AND BILLING

14. Usage Charges. You are responsible for paying all charges in accordance with your Rate Plan for use of the Service associated with the Identifier(s) and Device(s) assigned to you, even if you did not use, or authorize the use of, the Device. The network name or type of service displayed on your Device does not determine how Service will be billed. Charges may be associated with airtime, access, features, voicemail access, voicemail delivery, data usage, text and multimedia messages, downloadables, alerts, roaming, long distance, directory and operator assistance, listing or un-listing charges, the price of Devices and accessories, premium content, software, charges for other goods and services, including shipping and handling, that are charged through your bill. You may be billed for multiple types of usage simultaneously.

15. Voice Charges. Mobile and landline domestic and international rates for 800, 866, 877, 888, and other "toll free" calls. AT&T Wireless will be your wireless long distance provider. When using any GSM/GPRS, EDGE or UMTS network owned and operated by AT&T Wireless, for all incoming and outgoing voice Service, the length of the call will be measured during the time that the call is connected to our system, which is approximately from the time you press the button that initiates or answers a call until approximately the time the first party terminates the call. When using any other network owned and operated by AT&T Wireless, for all incoming and outgoing voice Service, the length of the call will be measured during the time that the call is connected to our system, which is approximately from the time you press the button that initiates an outgoing call or approximately when the Device starts ringing for incoming calls until approximately the time you press the button that terminates the call. On all of our owned and operated networks, voice Service on each call is billed in full minute increments, with partial minutes of use rounded up to the next full minute. When you place a call on our owned and operated network in your local area and it is dropped by our system, if you replace the call within a reasonable period of time, we will automatically credit your account for one minute of airtime. When using the TDMA or analog networks you will only be provided a credit if your Included Minutes have been depleted. For any other dropped calls, contact Customer Care. If an incoming call has been forwarded to another phone number, you will be charged for the entire time that our switch handles the call. While on our owned and operated network, there is no charge for busy or unanswered calls if you end the call within 30 seconds. Service may be billed in a subsequent month due to delayed reporting between carriers and will be charged as if used in the month billed.

*Puerto Rico residents only: You will be billed based on the rate plan, features and/or promotion selected by you.

16. Data Charges. You are responsible for all data usage sent through our network and associated with the Device, regardless of whether the Device actually receives the information. If you choose to connect your device to your PC for use as a wireless modem, standard data charges will apply in accordance with your plan. Utilizing compression solutions may or may not impact the amount of kilobytes for which you are billed. Mobile Internet service will be calculated and billed in kilobytes. One megabyte equals 1024 kilobytes. One kilobyte equals 1024 bytes. All data usage will be compiled as often as once per hour or only once every 24 hours. Our system will then create individual billing records representing (a) the data usage

for each data gateway or service access (e.g., WAP and GPRS) and (b) the network (b) the usage for each carrier's domestic network and (c) the data usage for each international network. Each billing record will be rounded up to the next kilobyte and the charge will be rounded up to the nearest cent. In some situations billing for data usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage.

17. Taxes, Surcharges and Other Fees. Various taxes, surcharges, fees, and other assessments (e.g., Universal Connectivity Charge) are imposed by governments relating to the Service we provide to you, goods or services you purchase, and the wireless network and equipment used in providing the Service. We will determine, in our reasonable discretion, the taxes and other assessments that you are responsible to pay and the amounts of such charges, which may vary. You are responsible for paying these taxes and other assessments, regardless of whether they are assessed on you or us. To determine which jurisdictions' wireless telecommunications service taxes and other assessments to collect, federal law requires us to obtain your Place of Primary Use ("PPU"), which must be your residential or business street address and must be within our licensed service area. You agree to provide us your PPU and to notify us of any changes in your PPU. If you do not provide us with an appropriate PPU, we may reasonably designate one for you. On certain Rate Plans, your PPU must be your residential address.

18. Regulatory Programs Fee. In addition to other charges, you may also be assessed a Regulatory Programs Fee, which is a monthly charge created, assessed and collected by AT&T Wireless to help defray our costs for compliance with various regulatory requirements which include, but are not limited to, the capability to provide wireless number portability, number pooling and 911 enhancements in our network, which may not yet be available to subscribers in your area. Some of these programs may not yet be available to subscribers. This fee is not a tax or a government-required charge. In our discretion, we may change the amount of the Regulatory Programs Fee.

19. Billing and Payment. We will provide your bill in a format we choose, which may change from time to time. Payment of all charges is due upon receipt of invoice or, if a dollar limit is placed on your account, upon notice by us that your account has exceeded the limit.* A fee may be charged for additional copies of bills, or billing in another format, including the detailed billing option, and certain services rendered at our stores. You will receive one bill for all Service associated with each Device and any charges of a third party on whose behalf we bill. Billing cycle end dates may

charge. Your time to file the billing cycle covers a period of more than a full month, we may make reasonable adjustments and prorrations. If you have authorized payment by credit card, no additional notice or consent will be required for billings to that credit card for all amounts (including late charges and cancellation fees). You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. Your payment obligations survive any termination of this Agreement.

*Puerto Rico residents only: Payment of undisputed charges is due fifteen (15) days after the date your invoice is sent, i.e., deposited in the U.S. mail or sent to you by other means. Any dispute, or objection to charges contained in your bill, claims, or requests for investigation must be made on or before the due date as provided below.

20. Late Payments/Disputes. Time is of the essence for payment. Therefore, to the extent permitted by law, you agree to pay us a late fee for amounts unpaid 20 days after the date of the invoice of **1.5%** (AK 0.875%, AR 0.42%, NE 1.33%, WI 1.0%) a month. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount you owe to us. For any check or electronic payment returned for nonpayment or for any credit card chargebacks, we will assess an additional fee not to exceed \$25, or such lower amount as permitted by applicable law* and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objection (Puerto Rico residents, see Billing and Payment paragraph). Payments will be applied first to amounts owed to us and then to amounts owed to third parties. All communications concerning disputed amounts owed, including any instrument tendered as full satisfaction of the amounts owed, or stipulating any other conditional action, agreement or proposed resolution of any dispute must be (i) in writing, (ii) marked "Billing Dispute" on the outside of the envelope, (iii) sent to the address provided in the Notices section below, and (iv) received by us within 60 days** after receipt of the invoice.

*Puerto Rico residents only: This paragraph constitutes notice that you will be assessed a fee for returned checks. It also constitutes notice that your Service may be suspended if any undisputed amount remains unpaid more than 35 days after the date your invoice was sent.

**Puerto Rico residents only: You must notify us of a billing dispute no later than 15 days after the date your invoice was sent. We will provide you with a determination regarding the dispute within 15 days after we receive it. You

may appeal our determination to the Telecommunications Board of the Commonwealth of Puerto Rico ("Telecommunications Board") by filing a petition for review up to 30 days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (i) your name and address; (ii) our company name; (iii) the pertinent facts; (iv) any applicable legal provisions that you are aware of; and (v) the remedy you are requesting. The document may be filed handwritten or typewritten and must be signed by you. You must send us a copy of your document to the address in the Notices section below. You must send your petition for review to the Telecommunications Board at the following address: 235 Arterial Hostos Avenue, Capital Center Bldg., North Tower, Suite 901, Hato Rey, Puerto Rico. The Telecommunications Board will only review our determination on appeal. You are advised of the provisions regarding suspension of service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996 and Regulation 5940 promulgated by the Telecommunications Board. You are also advised of Regulation 5939 of March 12, 1999 promulgated by the Telecommunications Board regarding the procedures for resolution of customer disputes.

PRIVACY

21. Our Privacy Policy. In addition to the specific terms of this Agreement, we encourage you to learn more about our general privacy practices by reading our Privacy Policy at atwireless.com/privacy.

22. Consents.

a. You consent to our release of information about you and your use of Service when we believe release is appropriate to (i) comply with the law or in good faith reliance on legal process (e.g. a lawful subpoena, E911 information); (ii) enforce or apply our customer agreements; (iii) initiate, render, bill and collect for Services; (iv) protect our rights or property, or to protect users of those Services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such Services; or (v) facilitate or verify the appropriate calculation of taxes, fees or other obligations due to a local, state or federal government.

b. We may also release information about you if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay. You consent to our monitoring of any communication to or from you or your Device to protect our rights or property or those of our customers, as well as for quality control and service related purposes.

c. Your caller identification information (such as your name and wireless number, including area code), may be displayed on the equipment or bill of the person receiving your call.

d. You consent to our use of regular mail, predictive or autodialing equipment, email, SMS, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information. You consent to receiving advertising, alerts and other broadcast messages from us or our authorized agents.

23. Customer Proprietary Network Information (CPNI)

Consent. Under federal law, you have a right, and we have a duty, to protect the confidentiality of information about your telephone usage, the services you buy from us, who you call, and the location of your device on our network when you make a voice call. We will obtain your consent in advance if we ever plan to share this information with AT&T Wireless affiliates who provide communications-related services, joint venture partners and independent contractors to develop or bring to your attention communications-related products and services. Declining consent will not affect your current Service or the provisions of paragraphs 5, 22 or 24.

24. Business Transfer. You consent to disclosure of your CPNI or other personal information, in connection with any merger, acquisition or sale of our assets or transition of service to another provider, as well as in the event of an insolvency, bankruptcy or receivership in which personal information would be transferred as one of our business assets.

RESOLUTION OF DISPUTES

PLEASE READ. IT IS IMPORTANT THAT YOU READ THIS SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH FINAL AND BINDING ARBITRATION INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

25. Binding Arbitration. The arbitration process established by this section is governed by the Federal Arbitration Act (the "FAA") (9 U.S.C. §§ 1-16). The FAA, not state law, governs whether a claim related to this Agreement is subject to arbitration. This provision is intended to be interpreted broadly to encompass all disputes or claims, including those against any subsidiary, parent or affiliate companies, arising out of any aspect of our relationship (including but not limited to this Agreement, our Privacy Policy, Acceptable Use Policy or the Service or any equipment used

in connection with the Service). All such disputes or claims, whether arising in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved by binding arbitration except that (1) you may take claims to small claims court if they qualify for hearing by such a court, or (2) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us.

26. Arbitration Procedures. You must first present any claim or dispute to us by contacting Customer Care to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Wireless Industry Arbitration Rules ("WIA Rules"), as modified by this Agreement. The WIA Rules and information about arbitration and fees are available upon request from the AAA online at www.adr.org. Unless you and we agree otherwise, any arbitration will take place in the county seat for the county in which your billing address is located. At either party's election, the arbitration shall be held telephonically. An arbitrator may award any relief or damages (including injunctive or declaratory relief) that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides and may not order relief on a consolidated, class wide or representative basis. In any arbitration applying the WIA Rules applicable to large/complex cases, the Arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the WIA Rules. Judgment on any arbitration award may be entered in any court having proper jurisdiction. Except for restrictions on class or representative relief, if any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

27. Costs of Arbitration. For claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. For claims over \$1,000 but under \$75,000, you will be obligated to pay your share of the arbitration fees, but no more than the equivalent court filing fee for a court action filed in the jurisdiction where your billing address is located. For arbitrations in excess of \$75,000, all administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

28. Waiver of Class Actions and Jury Trials. By this Agreement, both you and we are waiving certain rights to litigate disputes in court. You and

the trial or settlement duration will be conducted on a consolidated basis and not on a consolidated, class wide or representative basis. If for any reason this arbitration clause is deemed inapplicable or invalid, or to the extent this arbitration clause allows for litigation of disputes in court, you and we both waive, to the fullest extent allowed by law, any rights to trial by jury and to pursue any claims on a consolidated, class wide or representative basis.

29. Limitations Period. Any arbitration or legal action with respect to any and all claims or causes of action related to or arising out of this Agreement must be brought within TWO YEARS after the cause of action arises, or within the applicable statutory period of time, whichever is shorter. This limitations period does not apply to any cause of action when the statutory limitations period for that cause of action cannot be waived, restricted or otherwise limited by you.

LIMITATIONS

30. Limitations. The parties intend that the limitations on liability, warranty and damage awards provided for in this Agreement will apply to the fullest extent allowed by law. Some jurisdictions do not allow the exclusion of certain warranties or the waiver, limitation or exclusion of liability for punitive, incidental or consequential damages, or for intentional or willful conduct in some circumstances. To the extent that any of these limitations are not permitted by applicable law, they will not apply to you.

31. Limitation of Liability. WE ARE NOT LIABLE FOR ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER OR ANY THIRD PARTY PROVIDERS OF SERVICES RELATED TO USE OF THE DEVICE OR SERVICE, FOR INFORMATION PROVIDED THROUGH YOUR DEVICE, LACK OF PRIVACY OR SECURITY EXPERIENCED WHEN USING THE DEVICE, EQUIPMENT FAILURE OR MODIFICATION, OR OTHER CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS THAT THE SERVICE WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS). WE AND ANY UNDERLYING CARRIER ARE NOT LIABLE FOR SERVICE OUTAGES, LOSS OF DATA, INABILITY TO RETRIEVE DATA SERVICE LIMITATIONS OR INTERRUPTIONS, AS DESCRIBED ABOVE, ECONOMIC LOSS OR INJURIES TO PERSONS OR PROPERTY ARISING FROM USE OF THE SERVICE, THE DEVICE, OR ANY EQUIPMENT USED IN CONNECTION WITH THE DEVICE UNLESS ARISING FROM OUR SOLE AND GROSS NEGLIGENCE. OUR LIABILITY AND THE LIABILITY OF ANY UNDERLYING CARRIER ARISING FROM ANY SUCH SOLE AND GROSS

NEGLIGENCE OR GROSS NEGLIGENCE OF OUR SERVICE PROVIDERS DURING THE AFFECTED PERIOD. WE AND ANY UNDERLYING CARRIER ARE NOT LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS. YOU AND WE BOTH WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS TO RECOVER INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. WE ARE NOT LIABLE FOR THE INSTALLATION OR REPAIR OF THE DEVICE BY ANY PARTIES WHO ARE NOT OUR EMPLOYEES. SOME STATES DO NOT ALLOW THE LIMITATIONS SET FORTH ABOVE SO THE LIMITATIONS MAY NOT APPLY TO YOU, IN WHOLE OR IN PART. YOU AGREE THAT THE INCLUSION OF THIS PARAGRAPH WAS A MATERIAL CONSIDERATION FOR US TO ENTER INTO THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

THE LIMITATIONS SET FORTH ABOVE WITH RESPECT TO LIMITATION OF DAMAGES AND LIMITATION OF REMEDY ARE INDEPENDENT OF ONE ANOTHER AND WILL SURVIVE ANY FAILURE OF ALL OR PARTS OF THE ESSENTIAL PURPOSE OF THE OTHER.

32. Indemnification. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR YOUR PROMISES OR STATEMENTS MADE IN IT, CONTENT YOU STORE, PROCESS OR TRANSMIT USING THE SERVICE AND ANY OTHER USE OF THE DEVICE OR SERVICE UNLESS DUE TO OUR SOLE AND GROSS NEGLIGENCE. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT, INCLUDING THROUGH ANY APPEAL, EXCEPT AS PROVIDED OTHERWISE IN THIS AGREEMENT. USE OF YOUR DEVICE WHILE OPERATING A MOTOR VEHICLE OR IN A DISTRACTED OR NEGLIGENT MANNER MAY BE PROHIBITED OR RESTRICTED BY LAW IN SOME AREAS. IT IS YOUR RESPONSIBILITY TO CONFORM TO ALL SUCH LAWS OR REGULATIONS AND YOU SHALL INDEMNIFY US FROM CLAIMS ARISING FROM ANY SUCH UNLAWFUL USE. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

33. No Warranties. WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE OR THE DEVICE OR ANY SERVICES PROVIDED BY ANY THIRD PARTIES, AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE DEVICE AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

34. Assignment. We may assign all or part of this Agreement, without notice to you, and such assignment will not be a change to the Agreement. We are then released from all liability. You may not assign this Agreement without our prior written consent.

35. Notices. We may send you notices by mail or electronic means, in our sole discretion. Notices to you shall be effective 1) 3 days following the date deposited in the U.S. Mail or delivered to a nationally recognized courier or delivery service to your address as kept in our files and/or 2) immediately upon our transmission using an electronic means such as email or text messaging service. You are responsible for notifying us of any changes in your mailing or email address. Written notice to us shall be effective when directed to* AT&T Wireless National Correspondence Team, P.O. Box 68055, Anaheim Hills, CA 92817-8055 and received by us. Your notice must contain specific information adequate to identify you and your Service. Oral and electronic notices shall be deemed effective on the date reflected in our records.

*Puerto Rico residents only: Please direct your notice to: AT&T Wireless Services, 654 Muñoz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn: Customer Care Manager.

36. Entire Agreement. This Agreement, together with the Sales Information and all other documents and policies referenced herein, represent the entire agreement between you and us, which may only be amended as described in this Agreement. This Agreement supersedes any inconsistent or additional representations made to you by any of our representatives, agents or dealers. Subsequent purchases of additional services from us may require the entry into a separate agreement. If any term or condition of a Rate Plan conflicts with this Agreement, the terms of the Rate Plan will control. If any part of this Agreement is found invalid, the balance of the Agreement remains enforceable. If, at any time, we do not enforce any right or remedy available under this Agreement, that failure is not a waiver of our right to enforce the right or remedy at a later time. Copied, microfiched, scanned or other duplicate or electronic images of this Agreement are admissible for all purposes.

37. Governing Laws. This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the state associated with the Identifier. Where our Service terms and conditions are regulated by a state agency or the FCC, the regulations are available for your inspection and if there is any inconsistency between this Agreement and those

regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.

38. Translation. The original version of this Agreement is the English language. Any discrepancy or conflicts between the English version and the versions in any other language will be resolved with reference to and interpreting the English version, which will control.



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